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June 30, 2011

Via Facsimile:(718) 613-2236

The Honorable Brian M. Cogan
United States District Judge
225 Cadman Plaza
Brooklyn, New York 11201

Re: American Bankers Insurance Company v. Enko Transportation, LLC.
Civil Docket No.: 11-cv-02805 (BMC)
Initial Conference: July 7, 2011

Dear Judge Cogan:

We represent defendants Enko Transportation, LLC., and Bob Henry in the above-referenced admiralty action. Pursuant to your rule, this is a joint letter giving a brief description of the case, including factual, jurisdictional and legal bases for claims and defenses. An initial status conference is scheduled for **July 7, 2011 at 2:45 p.m.**

A. Factual Background:

Plaintiff Ocean Marine Development Corp. ("Ocean Marine") alleges that, in October 2008, it hired Defendants to move a barge from Manhasset Bay in Long Island, New York to the south of Long Island. On November 5, 2008, the Tug JENNY ANNE, captained by defendant Bob Henry ("Henry"), took the barge in tow and shortly after departure, the barge started to list to starboard and a few moments later it sank.

B. Claim of American Bankers Insurance Company a/s/o Ocean Marine Development Corp.

American Bankers Insurance Company issued to Ocean Marine a marine insurance policy covering the barge. After the incident, Ocean Marine made a claim under its marine insurance policy for damage to the barge. American Bankers paid Ocean Marine \$65,000 under the policy and now seeks reimbursement by subrogation from defendants.

C. Claim of Ocean Marine Development Corp.

Ocean Marine brings its own claim for uninsured losses for expenses and damages not covered by American Bankers.

D. Defenses:

Defendants were not negligent.

Ocean Marine's barge was unseaworthy.

Enko Transportation, LLC., as the bareboat charterer of the tug JENNY ANNE invokes the protection set forth in 46 U.S.C. § 30501 *et seq.*, more commonly known as the Vessel Owner's right to Exoneration from or Limitation of Liability.

E. Jurisdiction:

The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1333.

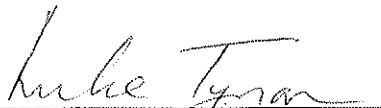
F. Contemplated Motions:

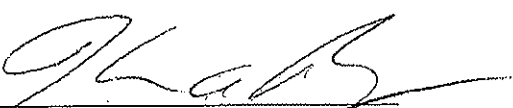
At this time none.

If the Court requires any additional information, please advise.

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